

Trustee, the Underwriter, the Third Party Administrator, or their employees or agents with respect to any tax advice concerning the Plan.

**9. Other Acknowledgments:**

In addition to other representations and warranties, the Employer makes the following acknowledgments and representations:

a. The Employer has not relied upon any legal or tax advice of the Sponsor, the Committee, the Third Party Administrator, the Underwriter or the Trustee, or any agent of these, in executing this Agreement.

b. Tax consequences arising from the Employer's adoption of the Plan are the responsibility of the Employer.

c. Contributions made by the Employer will be used, in part, to purchase contracts of Insurance on the lives of the Employee/Participants of the Employer. Initial Contributions will be placed in the Sponsor's Escrow Account and held there, without accruing interest or earnings, until Insurance contemplated by this Agreement is issued by the Underwriter.

d. The Employer has received, and has read and understood, the Plan, the Trust and this Agreement.

e. The Employer will inform the Third Party Administrator as soon as possible, but in any event in no less than thirty (30) days of any changes to the contact information provided to the Plan on all Employee/Participants of the Employer.

d. The Employer will distribute all notices, summary plan descriptions, and other information from the Plan to the Employee/Participants of the Employer when directed to do so by the Third Party Administrator.

**10. Limitations on Adoption:**

The Employer represents that it is not a sole proprietorship and acknowledges that a sole proprietorship is not eligible to adopt this Plan.

**12. Benefit Integration:**

The Benefits provided under the Plan are not integrated with or reduced by the benefits under other private or public plans.

Final Adoption Agreement-01

10

March 2003

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Patent Pending 2003

**13. Terms and Conditions of the Plan Control:**

The Employer acknowledges and agrees that it has read the Plan, understands its terms and conditions, and is lawfully bound to such terms and conditions. Where the provisions of this Adoption Agreement, or any Summary Plan Description of the Plan conflict with the Plan terms, the Plan terms control. Capitalized terms contained in this Adoption Agreement have the same meaning as capitalized and defined terms in the Plan. The Plan Committee has the sole and absolute discretion to interpret the terms of this Agreement and the Plan in the event of a dispute.

**14. Payment of Fees and Contributions:**

Employer acknowledges and agrees that initial contributions and all administrative fees due under the Plan and/or this Adoption Agreement shall be paid, as invoiced, as follows:

Millennium Marketing Group, LLC  
Att: Norm Bevan  
2777 Allen Parkway, Suite 1122  
Houston, Texas 77019

Millennium Marketing Group, LLC  
Att: Scott Ridge  
P.O. Box 247  
Swarthmore, Pennsylvania 19081-9978

Contributions should be paid to:

Millennium Multiple Employer  
Welfare Benefit Plan  
Republic Bank of Norman, Trustee  
Att: Rick Boyle  
P.O. Box 5369  
Norman, Oklahoma 73030

**15. Notices To and From the Third Party Administrator:**

Written notices required by the Plan shall be delivered to the Third Party Administrator at:

BKD, LLP  
Att: William E MaGee, Partner  
400 W. Capitol Avenue, Suite 2500  
P.O. Box 3667  
Little Rock, Arkansas 72203-3667

Written notices required by the Plan shall be delivered to the Employer at:

WESTALL CONSTRUCTORS, LTD  
3839 DACOMA  
HOUSTON, TEXAS 77092

**16. Election for Individual Legal Opinion:**

The Employer **DOES** or **DOES NOT** (circle one) elect to have an individualized legal opinion pertaining to the federal tax issues that may arise from the Employer's participation in the Plan issued to the Employer. If the Employer elects to have a individualized legal opinion issued, the Employer agrees to pay the fees and costs associated with counsel's professional services for such opinion. The Employer acknowledges that the fees and costs for an individualized legal opinion have been disclosed to the Employer.

IN WITNESS WHEREOF, The undersigned Employer representative is authorized under the controlling documents of the corporate or other entity to enter into this Adoption Agreement and has executed this Adoption Agreement on the date first stated above.

"Employer" WESTFALL CONSTRUCTORS LTD  
WESTFALL GROUP LLC GENERAL PARTNER

[Signature]  
Signature of Authorized Party

Its: Executive Vice President

Accepted By:

Millennium Marketing Group, LLC

[Signature]  
Sponsor

BKD, LLP  
Third Party Administrator

[Signature] Republic Bank & Trust, Trustee  
Trustee

EXHIBIT "A"

INSURANCE PRODUCTS CHOSEN BY EMPLOYER

AMERICAN GENERAL LIFE - UL

FRED WESTFALL - A 70007763L

PATRICIA WESTFALL - A 70007671L

TIMOTHY WESTFALL - A 70007772L

EXHIBIT "B"  
LIST OF EMPLOYEES ELIGIBLE TO PARTICIPATE IN THE PLAN

|                   |   |             |            |
|-------------------|---|-------------|------------|
| FRED WESTFALL     | - | 285-38-5067 | 10/19/1945 |
| PATRICEA WESTFALL | - | 462-13-1574 | 3/2/1972   |
| TIMOTHY WESTFALL  | - | 456-02-3926 | 6/23/1967  |

EXHIBIT "C"  
BENEFICIARY DESIGNATION  
UNDER THE  
MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN<sup>1</sup> (the "Plan")

Participant's Name: PATRICIA LYNN WESTFALL

Social Security Number: 462-13-1574

I PATRICIA LYNN WESTFALL, desire to become a Participant in the Plan. I designate the trust or person(s) identified below as the Beneficiary (ies) of any Death Benefit(s) under the Plan. This Beneficiary Designation hereby revokes and supersedes all other designations that may have been made by me under the Plan prior to this designation. Unless irrevocable as indicated, below, I acknowledge and agree that this Beneficiary Designation is effective and revocable only by me, in writing, or as superceded by a subsequent Beneficiary Designation executed by me.

Check One Option:

- ☐ I designate a trust to be my Beneficiary
- ☒ I designate a person or persons to be my Beneficiary (ies)

For Trust:

Name of Trust \_\_\_\_\_

Name and Address of Trustee: \_\_\_\_\_

State of Origin of Trust: \_\_\_\_\_ Date Trust Originated: \_\_\_\_\_

For Individual Beneficiary (ies):

| Name and Address of Beneficiary (ies)         | Relationship | Date of Birth |
|---|--------------|---------------|
| 1 FRED WESTFALL<br>17622 NORTHGATE FOREST DR. | FATHER       | 10/19/45      |
| 2 Houston TX 77068                            |              |               |
| 3   |              |               |
| 4   |              |               |

<sup>1</sup> Copyright 2002, Millennium Marketing Group, LLC, Patent Pending 2002.

and others as shown by the attachment(s), if any.

NOTICE

Unless otherwise indicated, if there is more than one Beneficiary, Death Benefit(s) will be divided equally among the Beneficiaries. If any Beneficiary predeceases the Participant, the amount that would have been paid to such Beneficiary shall instead be paid to any surviving Beneficiaries in equal shares. If no Beneficiaries survive me, then benefit shall be paid to the Participant's estate or as directed by the Plan's terms.

This designation of Beneficiary or Beneficiaries IS or IS NOT (circle one) irrevocable by me.

Patricia Lynn Lortz  
Participant's Signature

5/4/04  
Date

DEO Null  
Witness



EXHIBIT "C"  
BENEFICIARY DESIGNATION  
UNDER THE  
MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN<sup>1</sup> (the "Plan")

Participant's Name: TIMOTHY LEIGH WESTFALL

Social Security Number: 456-02-3926

I TIMOTHY LEIGH WESTFALL, desire to become a Participant in the Plan. I designate the trust or person(s) identified below as the Beneficiary (ies) of any Death Benefit(s) under the Plan. This Beneficiary Designation hereby revokes and supersedes all other designations that may have been made by me under the Plan prior to this designation. Unless irrevocable as indicated, below, I acknowledge and agree that this Beneficiary Designation is effective and revocable only by me, in writing, or as superceded by a subsequent Beneficiary Designation executed by me.

Check One Option:

- ☐ I designate a trust to be my Beneficiary
- ☒ I designate a person or persons to be my Beneficiary (ies)

For Trust:

Name of Trust: \_\_\_\_\_

Name and Address of Trustee: \_\_\_\_\_

State of Origin of Trust: \_\_\_\_\_ Date Trust Originated: \_\_\_\_\_

For Individual Beneficiary (ies):

| Name and Address of Beneficiary (ies) | Relationship | Date of Birth |
|---------------------------------------|--------------|---------------|
|---------------------------------------|--------------|---------------|

|                               |        |        |
|-------------------------------|--------|--------|
| 1 <u>CARRIEANN WESTFALL</u>   | SPOUSE | 7/1/68 |
| <u>14910 STONEMEADE PLACE</u> |        |        |

|                      |       |  |
|----------------------|-------|--|
| 2 <u>CYPRESS, TX</u> | 77429 |  |
|----------------------|-------|--|

3 \_\_\_\_\_

4 \_\_\_\_\_

<sup>1</sup> Copyright 2002, Millennium Marketing Group, LLC, Patent Pending 2002.

and others as shown by the attachment(s), if any.

NOTICE

Unless otherwise indicated, if there is more than one Beneficiary, Death Benefit(s) will be divided equally among the Beneficiaries. If any Beneficiary predeceases the Participant, the amount that would have been paid to such Beneficiary shall instead be paid to any surviving Beneficiaries in equal shares. If no Beneficiaries survive me, then benefit shall be paid to the Participant's estate or as directed by the Plan's terms.

This designation of Beneficiary or Beneficiaries IS or IS NOT (circle one) irrevocable by me.

Shirley W. W. W. W.  
Participant's Signature

5-4-04  
Date

Deon Hill  
Witness

**EXHIBIT "C"**  
**BENEFICIARY DESIGNATION**  
**UNDER THE**  
**MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN<sup>1</sup> (the "Plan")**

Participant's Name: M. FRED WESTFALL

Social Security Number: 285 33 7067

I M. FRED WESTFALL, desire to become a Participant in the Plan. I designate the trust or person(s) identified below as the Beneficiary (ies) of any Death Benefit(s) under the Plan. This Beneficiary Designation hereby revokes and supersedes all other designations that may have been made by me under the Plan prior to this designation. Unless irrevocable as indicated, below, I acknowledge and agree that this Beneficiary Designation is effective and revocable only by me, in writing, or as superceded by a subsequent Beneficiary Designation executed by me.

**Check One Option:**

- ☒ I designate a trust to be my Beneficiary  
☐ I designate a person or persons to be my Beneficiary (ies)

**For Trust:**

Name of Trust WESTFALL FAMILY IRREVOCABLE INSURANCE TRUST

Name and Address of Trustee: CHARLOTTE WESTFALL

5530 RUSSET HOUSTON, TEXAS 77056

State of Origin of Trust: TEXAS Date Trust Originated: 10/19/91

**For Individual Beneficiary (ies):**

| Name and Address of Beneficiary (ies) | Relationship | Date of Birth |
|---------------------------------------|--------------|---------------|
| <u>1</u>                              |              |               |
| <u>2</u>                              |              |               |
| <u>3</u>                              |              |               |
| <u>4</u>                              |              |               |

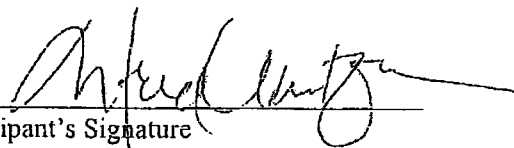
<sup>1</sup> Copyright 2002, Millennium Marketing Group, LLC, Patent Pending 2002.

and others as shown by the attachment(s), if any.


NOTICE

Unless otherwise indicated, if there is more than one Beneficiary, Death Benefit(s) will be divided equally among the Beneficiaries. If any Beneficiary predeceases the Participant, the amount that would have been paid to such Beneficiary shall instead be paid to any surviving Beneficiaries in equal shares. If no Beneficiaries survive me, then benefit shall be paid to the Participant's estate or as directed by the Plan's terms.

This designation of Beneficiary or Beneficiaries IS or IS NOT (circle one) irrevocable by me.

  
Participant's Signature

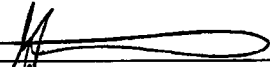
5/4/04  
Date

  
Witness



4. Defendant Raymond Wicker agrees with the notice of removal and consents to removal of this action to federal court.

Respectfully submitted,

By:  \_\_\_\_\_

Gary S. Kessler  
Kessler Collins  
2100 Ross Avenue, Suite 750  
Dallas, Texas 75201  
Telephone: (214) 379-0722  
Facsimile: (214) 373-4714

*Attorney for Defendant Raymond  
Wicker*



4. Defendant Jonathan Cocks agrees with the notice of removal and consents to removal of this action to federal court.

Respectfully submitted,

By: 

Jonathan Cocks  
3205 Walker Drive  
Richardson, Texas 75082



**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**FRED WESTFALL, TIMOTHY WESTFALL,  
PATRICIA WESTFALL GONZALES, AND  
WESTFALL CONSTRUCTORS, LTD.**

**Plaintiffs,**

**v.**

**NORMAN H. BEVAN, JONATHAN  
COCKS, RAYMOND WICKER,  
SCOTT RIDGE, AMERICAN  
GENERAL LIFE INSURANCE  
COMPANY AND THE MILLENNIUM  
MULTIPLE EMPLOYER WELFARE  
BENEFIT PLAN, MILLENNIUM  
MARKETING GROUP, LLC,  
INNOVUS FINANCIAL SOLUTIONS INC.,  
SECUREPLAN ADMINISTRATORS, LLC.  
AND REPUBLIC BANK AND TRUST**

**Defendants.**

**Civil Action No. \_\_\_\_\_**

**INDEX OF DOCUMENTS FILED IN STATE COURT ACTION**

| <b><u>Exhibit</u></b> | <b><u>Name of Document</u></b>   | <b><u>Date Filed</u></b> |
|-----------------------|--|--------------------------|
| A-1                   | Case Summary   |                          |
| A-2                   | Civil District Court Cover Sheet   | May 2, 2008              |
| A-3                   | Letter to Clerk enclosing Plaintiffs' Original Petition                  | May 2, 2008              |
| A-4                   | Plaintiffs' Original Petition  | May 2, 2008              |
| A-5                   | Citation returned - Raymond Wicker<br>(Original Petition)                | May 20, 2008             |
| A-6                   | Letter to Clerk enclosing Plaintiffs' First<br>Amended Original Petition | May 30, 2008             |
| A-7                   | Plaintiffs' First Amended Original Petition                              | May 30, 2008             |

**EXHIBIT  
E**

A-8 Defendant Raymond Wicker's Original Answer,  
Counterclaim and Third Party Petition

June 9, 2008

**COUNSEL OF RECORD**

**Counsel for Plaintiffs:**

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State Bar No. 20595500  
Fee, Smith, Sharp & Vitullo, LLP  
Three Galleria Tower  
3155 Noel Road, Suite 1000  
Dallas, Texas 75240  
Telephone: 972-934-9100  
Facsimile: 972-934-9200  
[lvitullo@feesmith.com](mailto:lvitullo@feesmith.com)

John L. Malesovas  
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Facsimile: 254-755-6400  
[john@malesovas.com](mailto:john@malesovas.com)

**Counsel for Raymond Wicker**

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Dallas, TX 75201  
Telephone: 214-379-0722  
Facsimile: 214-373-4714  
[gsk@kesslercollins.com](mailto:gsk@kesslercollins.com)

**Counsel for American General Life Insurance Company**

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State Bar No. 00796525

Fulbright & Jaworski L.L.P.

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Facsimile: 214-855-8200

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John David Collins

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Bonnie B. Monroe

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[collij@maynardcooper.com](mailto:collij@maynardcooper.com)

[bmonroe@maynardcooper.com](mailto:bmonroe@maynardcooper.com)

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

FRED WESTFALL, TIMOTHY WESTFALL, §  
PATRICIA WESTFALL GONZALES, AND §  
WESTFALL CONSTRUCTORS, LTD. §

Plaintiffs, §

v. §

Civil Action No. \_\_\_\_\_

NORMAN H. BEVAN, JONATHAN §  
COCKS, RAYMOND WICKER, §  
SCOTT RIDGE, AMERICAN §  
GENERAL LIFE INSURANCE §  
COMPANY AND THE MILLENNIUM §  
MULTIPLE EMPLOYER WELFARE §  
BENEFIT PLAN, MILLENNIUM §  
MARKETING GROUP, LLC, §  
INNOVUS FINANCIAL SOLUTIONS INC., §  
SECUREPLAN ADMINISTRATORS, LLC. §  
AND REPUBLIC BANK AND TRUST §

Defendants. §

DEFENDANT AMERICAN GENERAL LIFE INSURANCE COMPANY'S  
CERTIFICATE OF INTERESTED PERSONS

Pursuant to Local Rules 3.1(f) and 81.1(a)(4) American General Life Insurance Company files this Certificate of Interested Persons that lists all persons, associations of persons, firms, partnerships, corporation, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities who or which are financially interested in the outcome of this litigation:

1. Fred Westfall  
Plaintiff
2. Timothy Westfall  
Plaintiff
3. Patricia Westfall Gonzales  
Plaintiff

EXHIBIT  
G

4. Westfall Constructors, Ltd.  
**Plaintiff**
5. Anthony L. Vitullo of FEE, SMITH, SHARP & VITULLO, LLP and John L. Malesovas  
**Attorney for Plaintiffs, Fred Westfall, Timothy Westfall, Patricia Westfall Gonzales and Westfall Constructors, Ltd.**
6. American General Life Insurance Company  
**Defendant**
7. AGC Life Insurance Company  
**Parent Company of American General Life Insurance Company**
8. AIG Life Holdings (US), Inc  
**Parent Company of AGC Life Insurance Company**
9. American International Group, Inc.  
**Parent Company of AIG Life Holdings (US), Inc.**
10. Jason K. Fagelman of FULBRIGHT & JAWORSKI L.L.P. and Stephen C. Jackson, Bonnie B. Monroe and John David Collins of MAYNARD COOPER & GALE, PC.  
**Attorneys for Defendant, American General Life Insurance Company**
11. Raymond Wicker  
**Defendant**
12. Gary S. Kessler of KESSLER & COLLINS.  
**Attorney for Defendant Raymond Wicker**
13. Norman H. Bevan  
**Defendant**
12. Jonathan Cocks  
**Defendant**
13. Scott Ridge  
**Defendant**
14. The Millennium Multiple Employer Welfare Benefit Plan  
**Defendant**

15. Millennium Marketing Group, LLC  
**Defendant**
16. Innovus Financial Solutions Inc.  
**Defendant**
17. Secureplan Administrators, LLC.  
**Defendant**
18. Republic Bank And Trust  
**Defendant**

DATE: June 12, 2008.

Respectfully submitted,

**FULBRIGHT & JAWORSKI L.L.P.**

By: 

Jason K. Fagelman

State Bar No. 00796525

2200 Ross Avenue, Suite 2800

Dallas, Texas 75201

Telephone: 214/855-8000

Facsimile: 214/855-8200

ONE OF THE ATTORNEYS FOR DEFENDANT  
AMERICAN GENERAL LIFE INSURANCE  
COMPANY

OF COUNSEL:

Stephen Jackson

Alabama Bar No. ASB-7341-J51S

John David Collins

Alabama Bar No. ASB-3149-064C

Bonnie B. Monroe

Alabama Bar No. ASB-0459-E43B

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1901 Sixth Avenue North

2400 Regions/Harbert Plaza

Birmingham, Alabama 35203-2618

Telephone (205) 254-1000

Facsimile (205) 254-1999



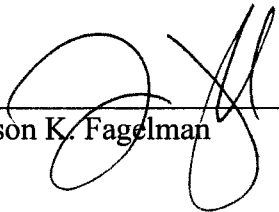
**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served upon the following counsel of record to this proceeding by certified mail, return receipt requested, this 12<sup>th</sup> day of June, 2008:

Anthony L. Vitullo  
Fee, Smith, Sharp & Vitullo, LLP  
Three Galleria Tower  
13155 Noel Road, Suite 1000  
Dallas, Texas 75240

John L. Malesovas  
P. O. Box 1709  
Waco, Texas 76703-1709

Gary S. Kessler  
Kessler Collins  
2100 Ross Avenue, Suite 750  
Dallas, TX 75201

  
\_\_\_\_\_  
Jason K. Fagelman